

AN ORDINANCE 2006-03-02-0276

APPROVING THE PRICE, TERMS AND CONDITIONS OF SALE BY THE SAN ANTONIO DEVELOPMENT AGENCY (SADA), ALSO KNOWN AS THE URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO, OF ONE (1) PARCEL OF REAL PROPERTY LOCATED WITHIN THE EASTSIDE URBAN RENEWAL AREA TO GEORGE J. SAAB WITH AMERICAN REALTY AND DEVELOPMENT, FOR A TOTAL DISPOSITION PRICE OF \$56,000.00, AND AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS BY SADA IN CONNECTION THEREWITH; PROVIDING FOR ACCEPTANCE OF PAYMENT INTO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM INCOME ACCOUNT.

* * * * *

WHEREAS, the San Antonio Development Agency, also known as the Urban Renewal Agency of the City of San Antonio ("Agency") has offered for sale one (1) parcel of land identified as Parcel Number 1494-2-13, Lot 13, Block 2, New City Block 1494 (the "Disposition Parcel"), located within the Eastside Urban Renewal Area; and

WHEREAS, George J. Saab with American Realty and Development, petitioned the Agency to purchase its Disposition Parcel; and

WHEREAS, pursuant to said petition, the Agency established a fair market value minimum disposition price for the purchase of the aforesaid parcel; and

WHEREAS, in accordance with the Texas Local Government Code, Section 374.017(a)(1), Urban Renewal in Municipalities, Disposition of Property, Agency has agreed to the sale of the Disposition Parcel to George J. Saab with American Realty and Development for a total of \$56,000.00; and

WHEREAS, sale of the above-described parcel is now conditioned only upon the acceptance and approval by the City Council of the City of San Antonio of the Agency's proposed price, terms and conditions of sale; and

WHEREAS, said proposed price, terms and conditions of sale conform to the City's Urban Renewal Plan for the Eastside Urban Renewal Area; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The price, terms and conditions of sale by the San Antonio Development Agency, also known as the Urban Renewal Agency of the City of San Antonio ("Agency"), of land identified as Parcel Number 1494-2-13, Lot 13, Block 2, New City Block 1494, located within the Eastside Urban Renewal Area is hereby approved as hereinafter set forth:

- (A) Sale of the above-described parcel shall be to George J. Saab with American Realty and Development for the total consideration of \$56,000.00 representing Community Development Block Grant (CDBG) Program Income; and

- (B) Sale of said parcel shall be subject to any and all terms, conditions, restrictions and/or amendments set forth in the City's Urban Renewal Plan for a period of twenty-five (25) years for the Eastside Urban Renewal Area, as applicable; and
- (C) Sale of said parcel shall be pursuant to the terms and conditions set forth in the Agency's disposition documents (including, but not limited to the Warranty Deed and the Contract for Sale of Land for Private Redevelopment, copies of which are affixed hereto as Attachments I and II).

SECTION 2. The net proceeds from this sale shall be deposited into Fund Number 28031000, CDBG Program – 31st Year, Internal Order Number 131000001169, HUD Grant B-05-MC-48-0508 CDBG – 31st Year, GL Account 4501100, Grants from Federal Agencies – Operating, when received from George J. Saab with American Realty and Development.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 4. The City Clerk is hereby directed to furnish a copy of this Ordinance and its Attachments to the Executive Director of the San Antonio Development Agency, also known as the Urban Renewal Agency of the City of San Antonio.

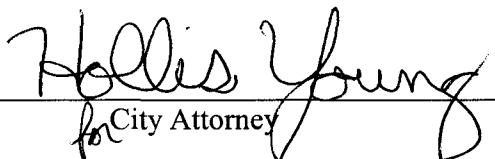
SECTION 5. This Ordinance shall become effective on and after the 12th day of March, 2006.

PASSED AND APPROVED this the 2nd day of March, 2006.


M A Y O R

PHIL HARDBERGER

ATTEST: 
CITY CLERK

APPROVED AS TO FORM: 
for City Attorney

WARRANTY DEED

ATTACHMENT I

THE STATE OF TEXAS }
 } KNOW ALL MEN BY THESE PRESENTS
COUNTY OF BEXAR }

That the **SAN ANTONIO DEVELOPMENT AGENCY OF THE CITY OF SAN ANTONIO F/K/A URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO**, County of Bexar, and State of Texas, for and in consideration of the sum of TEN AND NO/100'S DOLLARS (\$10.00), and other valuable consideration to us in hand paid by the grantee herein named, the receipt of which is hereby acknowledged, have **GRANTED, SOLD AND CONVEYED**, and by these presents do **GRANT, SELL AND CONVEY** unto _____, of the State of Texas and the County of Bexar, all of the following described property, in San Antonio, Bexar County, Texas, to wit:

Lot 13, Block 2, New City Block 1494, in the EASTSIDE URBAN RENEWAL PLAN, in the City of San Antonio, Bexar County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantee, his heirs and assigns forever; and Grantor does hereby bind itself, its successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the said premises unto the said Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This Deed is made and executed upon and is subject to certain express conditions and covenants, said conditions and covenants being a part of the consideration for the property hereby conveyed and are to be taken and construed as running with the land and upon the continued observance of which and each of which, with the sole exception of covenants numbered FIRST and THIRD, the continued existence of the estate hereby granted shall depend, and the Grantee hereby binds himself and his heirs and assigns, grantees, and lessees forever to these covenants and conditions, which covenants and conditions are as follows:

FIRST: The Grantee shall devote the property hereby conveyed only to the uses specified in the applicable provisions of the EASTSIDE URBAN RENEWAL PLAN or approved modifications thereof;

SECOND: The Grantee shall pay real estate taxes or assessments on the property hereby conveyed or any part thereof when due;

THIRD: The Grantee agrees for himself and any successor in interest not to discriminate upon the basis of race, color, or national origin in the sale, lease, or rental or in the use or occupancy of the property hereby conveyed or any part thereof or of any improvements erected or to be erected thereon or any part thereof.

The covenants and agreements contained in the covenant numbered FIRST shall run for a 25-year period from the date of this Deed. The covenants numbered SECOND and THIRD shall remain in effect without any limitation as to time.

The Grantor shall be deemed a beneficiary of covenants numbered FIRST through THIRD, and the United States, shall be deemed a beneficiary of the covenant numbered THIRD, and such covenants shall run in favor of the Grantor and the United States for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor and the United States is or remains an owner of any land or interest therein to which such covenants relate. As such a beneficiary, the Grantor in the event of any breach of any such covenant, and the United States in the event of any breach of the covenant numbered THIRD, shall have the right to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach, to which beneficiaries of such covenant may be entitled.

Executed this _____ day of _____, 2006.

SAN ANTONIO DEVELOPMENT AGENCY
OF THE CITY OF SAN ANTONIO F/K/A
URBAN RENEWAL AGENCY OF
THE CITY OF SAN ANTONIO

By:
MANUEL MACIAS, JR.,
EXECUTIVE DIRECTOR

ATTEST:

Karen Crump

STATE OF TEXAS }

COUNTY OF BEXAR }

This instrument was acknowledged before me on the _____ day of _____, 2006, by MANUEL MACIAS, JR., Executive Director, and KAREN CRUMP, of the SAN ANTONIO DEVELOPMENT AGENCY OF THE CITY OF SAN ANTONIO F/K/A URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO, Bexar County, Texas, known to me to be the person and officer whose names is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of the SAN ANTONIO DEVELOPMENT AGENCY OF THE CITY OF SAN ANTONIO F/K/A URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO, Bexar County, Texas.

GIVEN UNDER MY HAND AND SEAL of office, this _____ day of _____, 2006.

Notary Public in and for the State of Texas

ATTACHMENT II

CONTRACT FOR SALE OF LAND FOR PRIVATE REDEVELOPMENT

AGREEMENT, consisting of this Part I and Part II (Form HUD-6209-B9-65) annexed hereto and made a part hereof (which Part I and Part II are together hereinafter call "Agreement"), made on or as of the _____ day of _____, 2005, by and between the URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO d/b/a SAN ANTONIO DEVELOPMENT AGENCY OF THE CITY OF SAN ANTONIO a public body corporate (which together with any successor public body or officer hereafter designated by or pursuant to law is hereinafter called "Agency"), established pursuant to Local Government Code §374.001 of the State of Texas (hereinafter called "Urban Renewal Act") and having its office at 1400 S. Flores, in the City of San Antonio, Bexar County, Texas, (hereinafter called "City"), State of Texas and GEORGE J. SAAB / AMERICAN REALTY AND DEVELOPMENT (hereinafter called "Redeveloper"), P.O. Box 1736 in the City of Camdenton and State of Missouri.

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the Agency has undertaken a program for the clearance and reconstruction or rehabilitation of slum and blighted areas in the City, and in this connection is engaged in carrying out urban renewal projects known as EASTSIDE URBAN RENEWAL AREA (hereinafter called "Project") in an area (hereinafter called "Project Area") located in the City; and

WHEREAS, as of the date of the Agreement there has been prepared and approved by the Agency an urban renewal plan for the project consisting of the Urban Renewal Plan, dated, March 15, 1973, and approved by the City Council of the City on March 15, 1973, by Ordinance No. 41954, which plan, as it may hereafter be amended from time to time pursuant to law, and as so constituted from time to time is, unless otherwise indicated by the context, (hereinafter called "Urban Renewal Plan"); and

WHEREAS, a copy of the Urban Renewal Plan as constituted on the date of the Agreement has been filed in the office of the City Clerk of the City of San Antonio located at the City Hall, San Antonio, Texas; and

WHEREAS, the Agency has offered to sell and the Redeveloper is willing to purchase certain real property located in the Project Area and more particularly described in Exhibit "A" attached hereto and made a part hereof (which property as so described is hereinafter called "Property") and to redevelop the Property for and in accordance with the uses specified in the Urban Renewal Plan and the Agreement; and

WHEREAS, the Agency believes that the redevelopment of the Property pursuant to the Agreement and the fulfillment generally of the Agreement, are in the vital and best interest of the City and the health, safety, morals and welfare of its residents and in accord with the public purposes and provisions of the applicable Federal, State and local laws and requirements under which the project has been undertaken and is being assisted;

NOW, THEREFORE, in consideration of the premises and mutual obligation of the parties hereto, each of them does hereby covenant and agree with the other as follows:

SEC. 1. SALE: PURCHASE PRICE.

Subject to all the terms, covenants, and conditions of the Agreement, the Agency will sell the Property to the Redeveloper for and the Redeveloper will purchase the Property from the Agency and pay therefore, the amount of Fifty Six Thousand and No/100 (\$56,000.00), the value established by updated appraisal, will be used as the Purchase Price (hereinafter called "Purchase Price") to be paid in cash or by cashier's check simultaneously with the delivery of the deed conveying the Property to the Redeveloper.

SEC. 2. CONVEYANCE OF PROPERTY.

(a) Form of Deed. The Agency shall convey to the Redeveloper title to the Property by General Warranty Deed. Such conveyance and title shall, in addition to the condition subsequently provided for in Section 704 hereof, and to all other conditions, covenants, and restrictions set forth or referred to elsewhere in the Agreement, be subject to:

- (1) Streets, alleys and public ways set forth in the Urban Renewal Plan herein above described;
- (2) All the restrictions and building requirements set forth in said Urban Renewal Plan;
- (3) The finally approved plat of the resubdivision of said project area as finally approved by the Planning Commission of the City of San Antonio.

(b) Time and Place for Delivery of Deed. The Agency shall deliver the Deed and possession of the Property to the Redeveloper on _____, 2005, or such earlier date as the parties may mutually agree in writing. Conveyance shall be made at the principal office of Mission Title Company, at _____, in the City of San Antonio, Texas, and the Redeveloper shall accept such conveyance and pay to the Agency at such time and place the Purchase Price.

(c) Apportionment of Current Taxes. The portion of the current taxes, if any, on the Property which are a lien on the date of delivery of the Deed to the Redeveloper, allocable to buildings and other improvements which have been demolished or removed from the Property by the Agency, shall be borne by the Agency and the portion of such current taxes allocable to the land shall be apportioned between the Agency and the Redeveloper as of the date of delivery of the Deed. If the amount of the current taxes on the Property is not ascertainable on such date, the apportionment shall be subject to final adjustment within thirty (30) days after the date of the actual amount of such current taxes is ascertained.

(d) Recordation of Deed. The Redeveloper shall promptly file the Deed for recordation among the land records of the place in which the Property is situated. The Redeveloper shall pay all cost for recording the Deed.

(e) Title Insurance Policy. Title to the Property shall be insured by Mission Title Company and Agency shall bear the cost of said title insurance policy.

(f) Future Taxes. Redeveloper agrees to pay all city, county, and school taxes on the Property commencing the date title is transferred to said Redeveloper.

SEC. 3. GOOD FAITH DEPOSIT.

(a) Amount. The Redeveloper has delivered to the Agency a good faith deposit of cash or cashier's check or money order satisfactory to the Agency in the amount of \$0.00, hereinafter called "Deposit", as security for the performance of the obligations of the Redeveloper to be performed prior to the return of the Deposit to the Redeveloper, or its retention by the Agency as liquidated damages, as the case may be, in accordance with the Agreement.

The Deposit, if cash or cashier's check or money order shall be deposited in an account of the Agency in a bank or trust company selected by it. Said deposit, if cash or certified check or money order is to be retained by the Agency until completion of the improvements as herein defined.

(b) Interest. The Agency shall be under no obligation to pay or earn interest on the Deposit, but if interest is payable thereon, such interest, when received by the Agency, shall be promptly paid to the Redeveloper.

(c) Retention by Agency. Upon termination of the Agreement as provided in Section 703 and 704 hereof, the Deposit or the proceeds of the Deposit, if not theretofore returned to the Redeveloper pursuant to paragraph (d) of this Section, including all interest payable on such Deposit or the proceeds thereof after such termination, shall be retained by the Agency as provided in section 703 and 704 hereof.

(d) Return to Redeveloper. Upon termination of the Agreement as provided in Section 702 hereof, the Deposit shall be returned to the Redeveloper by the Agency as provided in Section 702 hereof.

SEC. 4. TIME FOR COMMENCEMENT AND COMPLETION OF IMPROVEMENTS.

The construction of the improvements referred to in Section 301 hereof shall be commenced in any event within 60 days after the recordation of the deed as provided in Section 2(d) hereof and, except as otherwise provided in the Agreement, shall be completed within 120 days after such date; Provided: that if a

mortgage securing money loaned to finance the improvements, or any part thereof is insured by the Federal Housing Administration, then the aforesaid completion time shall not apply, but instead, the construction of such improvements or part thereof shall be completed within the time specified in the applicable Building Loan Agreement approved by the Federal Housing Administration.

SEC. 5. TIME FOR CERTAIN OTHER ACTIONS.

(a) Time for Submission of Construction Plans. The time within which the Redeveloper shall submit "Construction Plans" (as defined in Section 301 hereof) to the Agency in any event, pursuant to Section 301 hereof, shall not be later than 30 days from the date of the Agreement. The Agency shall provide 10 days written notice of the impending due date for the submission of said Construction Plans. Failure by Redeveloper to provide said Construction Plans within 30 days from the date of the Agreement shall result in the termination of the Agreement as provided in Section 703 hereof.

(b) Time for Submission of Corrected Construction Plans. Except as provided in paragraph (c) of this Section 5, the time within which the Redeveloper shall submit any new or corrected Construction Plans as provided for in Section 301 hereof shall not be later than fifteen (15) days after the date the Redeveloper receives written notice from the Agency of the Agency's first rejection of the original Construction Plans referred to in the latest such notice.

(c) Maximum Time for Approved Construction Plans. In any event, the time within which the Redeveloper shall submit Construction Plans which conform to the requirements of Section 301 hereof and are approved by the Agency shall not be later than thirty (30) days after the date the Redeveloper receives written notice from the Agency of the Agency's first rejection of the original Construction Plans submitted to it by the Redeveloper.

(d) Time for Agency Action on Change in Construction Plans. The time within which the Agency may reject any change in the Construction Plans, as provided in Section 302 hereof, shall be fifteen (15) days after the date of the Agency's receipt of notice of change.

(e) Time for Submission of Evidence of Equity Capital and/or Mortgage Financing. The time within which the Redeveloper shall submit to the Agency, in any event, evidence as to equity capital and any commitment necessary for mortgage financing, as provided in Section 303 hereof, shall be not later than 45 days after the date of written notice to the Redeveloper of approval of the Construction Plans by the Agency or, if the Construction Plans shall be deemed to have been approved as provided in Section 301 hereof, after the expiration of thirty (30) days following the date of receipt by the Agency of the Construction Plans so deemed approved. The Agency shall provide Redeveloper 30 days written notice of the impending due date for the submission of Evidence of Equity Capital and/or Mortgage Financing. Failure by Redeveloper to provide said Evidence of Equity Capital and/or Mortgage Financing within 45 days after the date of written notice to the Redeveloper of approval of the Construction Plans by the Agency shall result in the termination of the Agreement as provided in Section 703 hereof.

SEC. 6. PERIOD OF DURATION OF COVENANT ON USE.

The covenant pertaining to the uses of the Property, set forth in Section 401 hereof, shall remain in effect from the date of the Deed for a twenty-five year period, the period specified or referred to in the Urban Renewal Plan, or until such date thereafter on which date, as the case may be, such covenant shall terminate.

SEC. 7. NOTICES AND DEMANDS.

A notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

(i) in the case of the Redeveloper, is addressed to or delivered personally to the Redeveloper at P.O. Box 1736, Camdenton, Missouri 65020, and

(ii) in the case of the Agency, is addressed to or delivered personally to the Agency at 1400 S. Flores, San Antonio, Texas 78204, or at such other address with respect to either such party as that party may, from time to time, designate, in writing, and forward to the other as provided in this Section.

SEC. 8. SPECIAL PROVISIONS.

All published material submitted pursuant to this development shall include the following reference:

SEC. 9. COUNTERPARTS.

IN WITNESS WHEREOF, the Agency has caused the Agreement to be duly executed in name and behalf of its Chairman or Executive Director and its seal to be hereunder duly affixed and the Redeveloper has caused the Agreement to be duly executed as of the day of , 2005.

MANUEL MACIAS, EXECUTIVE DIRECTOR

KAREN CRUMP

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